DECLARATION UNDER 37 C.F.R. 1.131 / Patrick S. Cunningham SERIAL NO: 09/777,353

EXHIBIT C



Patrick Cunningham Group, Inc.

FACSIMILE

To:

Mike Bate

From:

Patrick S. Cunningham

Company:

Gust, Rosenfield

Company:

Patrick Cunningham Group

Fax:

602-254-4878

Fax:

480-671-6935

Phone:

602-257-7406

Phone:

480-671-6966

Pages:

3

Date:

November 20, 2000

Subject:

Confidentiality and Non-Circumvent Agreement

Mike, attached is a sample Confidentiality and Non-Circumvent Agreement. I am considering pursuing the start up of a software product that banks would use with contractors. Currently, I have contacted an Oracle database programmer to discuss this venture. I have not disclosed any information to him other than what I mentioned to you above until I have him sign this agreement. He suggested another individual, who would actually take on the task of programming, so, I want to make sure all parties involved would have to sign this agreement. Please review this agreement and make the necessary changes to assure I have complete protection during and after the development of the product. Also, I would welcome any advice you may have to offer regarding the development of the software and/or the protection of my rights.

Please call me at 602-369-1020 if you have any questions.

Thank you,

Patrick Cunningham



DALLAS OFFICE 5050 Quorum Dr. Suite 700 Texas Commerce Bank Bldg. Dallas, Texas 75240 Voice: 972-663-0377 Fax: 972-663-0505 WICHITA FALLS OFFICE 915 9th Street, Suite 202 Wichita Falls, Texas 76301 Voice 940-723-5630 Fax: 940-723-4389

EMPLOYEE NONDISCLOSURE AGREEMENT

FOR GOOD CONSIDERATION, and in consideration of being employed by Lighthouse Teknologies (Company), the undersigned employee hereby agrees and acknowledges:

- 1. During the course of my employment there may be disclosed to me certain trade secrets of the Company: said trade secrets consisting but not necessarily limited to:
 - a) Technical information: Methods, process, formulae, compositions, systems, techniques, inventions, machines, computers, computer programs, hardware, source code, research projects.
 - b) Business information: Customer list, pricing data, sources of supply, financial data and marketing, productions, or merchandising system or plans.
- 2. I agree that I shall not during, or at any time after the termination of my employment with the Company, use for myself or others, or disclose or divulge to others including future employers, any trade secrets, confidential information, or any other proprietary data of the Company in violation of this agreement.
- 3. I agree that any source code written by myself, outside contractors or other at the Company for the Company either before or during my term of employment is solely owned in its entirety by the Company.
- 4. I agree that the above mentioned source code cannot be taken off he Company's premises at any time in any form without the written authorization by duly authorized officer of the Company, for a specific purpose, such as delivery to a client.
- 5. That upon the termination of my employment from the Company:
 - a) I shall return to the Company all documents and property of the Company, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, source code, computers, hardware, peripheral device and all other materials and all copies thereof relating in any way to the Company's, or in any way obtained by me during the course of employ. I shall not retain copies, notes or abstracts of the foregoing.
 - b) The Company may notify any future or prospective employer or third party of existence of this agreement, and shall be entitled to full injunctive relief by any breach.
 - c) This agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to benefit of the Company, its successors and assigns.

Any provision or provisions of this Agreement which shall prove to invalid or illegal shall in no way affect, impair or invalidate any other provisions, and the remaining provisions hereof shall remain in full force and effect.

nd Lighthouse Teknologies have executed
, 2000
eknologies Employee



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EMPLOYEE NON-COMPETE AGREEMENT

As an inducement for Lighthouse Teknologies (Company) to employEmployee hereby agrees to the following:	, the undersigned
A. Conflicting Employment; Business Opportunities During the period of Employment	:
 I shall not directly or indirectly engage in any employment, occupation, consulting which the Company shall determine in good faith to be, in competition with the C my duties as an employee of the Company; and 	g, or other business activity, company or to interfere with
2. I shall not engage in any business enterprise that would be in competition with th	e Company; and
 I shall promptly disclose to the Company's appropriate corporate officers or direct opportunities that are (i) presented to me in my capacity as an officer or employed of a similar nature to the type of business the Company currently engages in or he engaging in the future; and 	ee of the Company, and (ii)
 I shall not usurp or take advantage of any such business opportunity without first the Company. 	offering such opportunity to
B. Nonsolicitation of Employees: During the period of Employment and for a period of one year after the cessation of reason, whether with or without cause, I shall not directly or indirectly, either alone solicit or entice any employee of or consultant to the Company to leave the Company competition with the Company.	or in concert with others,
C. Solicitation of Customers: During the period of Employment and for a period of one year after the cessation or reason, whether with or without cause, I shall not directly or indirectly, either alone solicit, entice, or in any way divert any of the Company's customers or suppliers to business entity in competition with the Company.	or in concert with others,
D. Noncompetition: If permitted by the laws of the state or country where I reside or work, now or follow Employment, I shall not compete with the Company's business, services, or product geographic areas in which such business is conducted or such products or services one year immediately following termination of Employment. In addition, for a perio following termination of employment, I shall not work for a direct customer of Lighth	cts in any manner within the s are offered for a period of od of one year immediately
Any provision or provisions of this Agreement, which shall prove to be invalid, void or affect, impair or invalidate any of the other provisions, and the remaining provisions h force and effect.	illegal shall in no way ereof shall remain in full
IN WITNESS WHEREOF, and Lighthouse Tekn Agreement effective as of the day of, 2000.	ologies have executed this
Lighthouse Teknologies Corporate Officer Lighthouse Teknologies Emp	loyee

Lighthouse Teknologies Corporate Officer



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NON-DISCLOSURE AGREEMENT

	Lighthouse Teknologies and ("Co follows:	mpany/Individual Name") hereby agree as
1.	 To allow the parties to evaluate a proposed commercial transaction the parties discloses certain confidential information (hereinafter re- to the other. 	i, it is necessary and desirable that each of ferred to as the "Confidential Information")
2.	Each party hereby recognizes that the other regards its Confidentia trade secret information, the use and disclosure of which must be of	Il Information as valuable proprietary and carefully and continuously controlled.
3.	3. Each party agrees to maintain the other's Confidential Information i Confidential Information to any third party individual, corporation, o consent of the disclosing party. Each party shall protect the Confid same degree of care, but no less than a reasonable degree of care dissemination or publication of the other's Confidential Information information. Each party shall limit disclosure of Confidential Inform such information only for the purpose specified in this Agreement.	r other entity without the prior written ential Information by using at least the , to prevent the unauthorized use, as it uses to protect its own confidential
4.	4. The parties shall make only those copies of Confidential Information purposes of this Agreement and shall not use, copy, or circulate the other than the purposes of this Agreement, without the prior written	e Confidential Information for any purpose
6.	The parties shall return or destroy all materials constituting or conta disclosing party promptly at its request, together with all copies ther	aining the Confidential Information to the reof.
7.	7. This Agreement shall apply to the following Confidential Information	ո։
	Technical and business information regarding plans for developme "" (Please insert Project N	ent and implementation of lame here.)
	To the extent that any Confidential Information is provided in non-identify such information in writing to the receiving party within a re-	written form, the disclosing party agrees to easonable time after any such disclosure.
8.	8. This Agreement will govern all disclosure of Confidential Information from the effective date of this Agreement to either the date on which returned or the date on which this Agreement is superseded by a superties concerning the use and disclosure of the Confidential Information	h all Confidential Information has been absequent written agreement between the
9.	9.The obligations of confidentiality imposed herein will not apply to an Information if:	y particular portion of the Confidential

(b) it entered the public domain through no fault of the receiving party subsequent to the time of the

(c) it was in the receiving party's possession free of any non-disclosure restriction at the time of the

(a) it was in the public domain at the time of communication thereof;

communication thereof;

communication thereof;

- (d) it was independently developed by the receiving party without any violation of obligations of confidentiality or nondisclosure.
- 10. NEITHER PARTY SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS OR CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFIT OR FOR ANY MATTER BEYOND ITS REASONABLE CONTROL.
- 11. This Agreement will be construed in accordance with TEXAS law.
- 12. This Agreement constitutes the entire agreement, written or verbal, between the parties with respect to the disclosure of Confidential Information. This Agreement may not be amended except in writing signed by the parties.

In any arbitration or legal proceeding arising between the parties with respect to the subject matter hereof, the non prevailing party in such proceeding will pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred therein by the prevailing party, all of which shall be included in and as a part of the order, judgment or award rendered in such proceeding.

The parties agree and acknowledge that a receiving party's use or disclosure of Confidential Information in violation of this Agreement may cause irreparable harm to the disclosing party, thereby entitling the disclosing party to seek injunctive relief and specific enforcement of the terms of this Agreement.

The parties agree and acknowledge that, although the Confidential Information is offered and received in confidence, this Agreement shall in no way place the parties in a confidential relationship. Each party reserves the right to negotiate freely with the other for purposes of an arms length transaction. The parties do not intend by this Agreement to create a partnership, principal/agent, master/servant, or joint venture relationship and nothing in this Agreement shall be construed as creating such a relationship between the parties. Neither party nor its agents or employees are the representatives of the other party for any purpose except as expressly set forth in this Agreement and neither party has the power or authority as agent, employee or any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever.

Any provision or provisions of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any of the other provisions, and the remaining provisions hereof shall remain in full force and effect.

IN WITNESS WHEREOF,	and Lighthouse Teknologies have executed this
Agreement effective as of the day of	, 2000.
Lighthouse Teknologies Corporate Officer	Company Representative

This Confidentiality and Non-Circumvent Agree	ment (Agreement) is entered
into by and between	(Consultant/Provider)
and Patrick Cunningham Group, Inc. and/or Patr	ick S. Cunningham and/or
assignee (Client) on the day of 20	

This agreement will confirm the mutual understanding of Consultant/Provider, the undersigned and the Client in connection with any information provided to Consultant/Provider by the Client.

Confidential Information (Information) includes all data, reports, records, trade secrets, verbal communication, and/or materials obtained from the Client both prior to and subsequent to executing this agreement. Confidential Information includes all such information which has not been in the public domain prior to receiving this information from the Client, including any affiliations, contracts, trade secrets, and knowledge that the client may be seeking through Consultant/Provider.

In consideration for the Client furnishing the Information, Consultant/Provider agrees to the following:

- 1. All Information is considered highly sensitive and strictly confidential. Accordingly, Consultant/Provider shall maintain such Information in the utmost confidence. Consultant/Provider shall not use or exploit the Information for any purpose other than evaluating and analyzing business opportunity and recommending objectives and actions for the owners of the client firm.
- 2. Consultant/Provider shall limit disclosure and transfer of Information to Consultant/Provider's employees, officers, representatives, and agents that have a legitimate need to review the Information. In the event Consultant/Provider wishes to employ independent professionals for the sole purpose of assisting Consultant/Provider in analyzing business opportunity and recommending objectives and actions to the Client, then Consultant/Provider may divulge the Information to such third parties provided that prior to doing so, the Client is notified and approves all such third parties. Consultant/Provider shall require all such third parties to be bound by this agreement.
- 3. All **Information** shall be returned to the **Client** in accordance with the instructions of the **Client**.

- 4. The actions of negligence of Consultant/Provider's employees, officers, agents or other advisors referred to in Paragraph (2) above shall be deemed the actions of Consultant/Provider with respect to the Information, and any unauthorized use or disclosure of Information shall constitute a material breach hereof and shall irreparable harm and loss to the client.
- 5. Consultant/Provider shall make no copies of the Information provided hereunder except as provided in Paragraph (2) above.

Consultant/Provider understands that neither the Client nor its agents or representatives make any representations or warranties as to the completeness of any Information. Consultant/Provider agrees that neither the Client nor its agents or its representatives shall have any liability to Consultant/Provider or any of its officers, agents or representatives arising out of or in connection with any Information.

In the event of any breach of this agreement, the Client, in addition to any other remedies at law or in equity that it may have, shall be entitled, without requirement of posting of bond or other security, to equitable relief, including injunctive relief and specific performance. This agreement shall be governed by, and construed in accordance with the laws of the State of Arizona.

(Consultant/Provider)
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